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CLERK US DISTRICT COURT DISTRICT OF NEVADA	
BY: _____	DEPUTY

DANIEL WATANABE  
3217 Arville St  
Las Vegas NV 89102  
808-222-6400  
dywatanabe@gmail.com

*Plaintiff, Pro Se*

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

BRENDA PALMER et al;

Plaintiffs,

vs.

DELTA AIRLINES, INC.;

Defendant.

CASE NO: 2:15-cv-00769-LDG-VCF

STIPULATION AND [PROPOSED]  
ORDER TO RELEASE OF  
INTERPLEAD FUNDS

Whereas, funds in the amount of Ten Thousand Dollars (\$10,000.00) were interplead to the court in compliance with the Court's Order (ECF #94);

Whereas, a mediation was held on October 8, 2018, regarding the parties' claims to the interplead funds;

Whereas, as a result of the mediation a Stipulation and Order to Release Interplead Funds (ECF #108) was entered into by nearly all the parties with regard to Eight Thousand Dollars (\$8,000.00) or the total Ten Thousand Dollars (\$10,000.00) that was interplead. In the same order, the Court specifically designated the sum of Dollars (\$2,000.00) which were to "be retained by the court and former counsel for Plaintiffs shall retain his lien upon these funds pending further resolution of Plaintiff DANIEL WATANABE and former counsel's claim to these funds."

Whereas, the only outstanding issue remains between Daniel Watanabe and his former counsel, Trevor J. Hatfield, Esq., with regard to Two Thousand Dollars (\$2,000.00), remaining interplead with the Court.

Plaintiff Daniel Watanabe, his former counsel Trevor J. Hatfield, Esq., of the law firm of Hatfield & Associates, Ltd., do hereby stipulate and agree to the release of the remaining

1 interplead funds on deposit with the Court, pursuant to the agreement entered into on June 19,  
2 2020.

3 Accordingly, it is stipulated that Two Thousand Dollars (\$2,000.00) shall be released to  
4 Daniel Watanabe. Counsel for Plaintiffs shall waive his lien for the release of these funds.

5 **IT IS SO STIPULATED.**

6 DATED: 9/8/2020

DATED: 9/8/2020

7  
8 By: 

DANIEL WATANABE  
3217 ARVILLE ST  
LAS VEGAS NV 89102  
808-222-6400  
DYWATANABE@GMAIL.COM

By: PP 

TREVOR J. HATFIELD, ESQ. (SBN 7373)  
HATFIELD & ASSOCIATES, LTD.  
703 South Eighth Street  
Las Vegas, Nevada 89101  
Tel. (702) 388-4469  
thatfield@hatfieldlawassociates.com

12  
13  
14  
15 **ORDER**

16 **IT IS HEREBY ORDERED THAT:**

17 The remaining interplead funds in the amount of Two Thousand Dollars (\$2,000.00) shall  
18 be released to Daniel Watanabe. Counsel for Plaintiff shall waive his lien to the release of these  
19 funds.

20 **IT IS SO ORDERED** this 1st day of September, 2020. 2021

21  
22 

23 Miranda M. Du, Chief U.S. District Judge  
24  
25  
26  
27  
28



Dan Watanabe &lt;dywatanabe@gmail.com&gt;

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**Stipulation agreement for case CASE NO: 2:15-cv-00769-LDG-VCF**

2 messages

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**Dan Watanabe** <dywatanabe@gmail.com>

Tue, Sep 8, 2020 at 12:54 AM

To: Trevor Hatfield &lt;thatfield@hatfieldlawassociates.com&gt;

Cc: Royi Moas &lt;rmoas@wrslawyers.com&gt;, Cathi Britz &lt;CathiB@nvbar.org&gt;, Augusta Massey &lt;AMassey@masseylawvegas.com&gt;

Mr Hatfield

Please sign attached stipulation order for release of funds from our case.

Mahalo  
Dan Watanabe  
808-222-6400

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 **200728 Order to Interplead FundsB - Revised.pdf**  
75K

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**Trevor Hatfield** <thatfield@hatfieldlawassociates.com>

Tue, Sep 8, 2020 at 8:57 AM

To: Dan Watanabe &lt;dywatanabe@gmail.com&gt;

Cc: Royi Moas &lt;rmoas@wrslawyers.com&gt;, Cathi Britz &lt;CathiB@nvbar.org&gt;, Augusta Massey &lt;AMassey@masseylawvegas.com&gt;

You have my permission to e-sign for me and submit.

Trevor J. Hatfield, Esq.,  
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Las Vegas, NV 89101  
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thatfield@hatfieldlawassociates.com

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[Quoted text hidden]

**STATE BAR OF NEVADA  
FEE DISPUTE COMMITTEE**

**ARBITRATION AGREEMENT**

FEE DISPUTE NO. <u>FD: # 20-040</u>	MEDIATOR NAME: <u>AUGUSTA MASSEY, ESQ.</u>
PETITIONER: <u>TREVOR HATFIELD</u>	RESPONDENT: <u>DANIEL WATANABE</u>
CO-PETITIONER: _____	CO-RESPONDENT: _____

On June 16, 2020, the Petitioner(s) and Respondent(s) (hereinafter collectively referred to as "Parties") to the above-referenced Fee Dispute attended an arbitration at: the law offices of Massey & Associates Law Firm, PLLC, whose address is 7465 W. Lake Mead Blvd., Ste. 100, Las Vegas, NV 89128 and via zoom, for the purposes of settling this Fee Dispute. The Parties have reached a settlement of this matter, the terms of which are as follows:


-----TERMS OF AGREEMENT-----

This is a fee dispute between a client and an attorney concerning the fee paid, charged or claimed for legal services rendered by an attorney licensed to practice law in this state or practicing in this state pursuant to Supreme Court Rule 42. There exists a contract establishing an attorney/client relationship between the parties. The amount in controversy is \$2,000.00. The parties hereby agree to settle this matter as follows: Daniel Watanabe will receive the entire amount in controversy in the amount of \$2,000.00. Trevor Hatfield waives any lien and claims to any percentage of the \$2,000.00.

By signing below and in addition to the terms set forth above, the Parties to this Agreement hereby agree and acknowledge:

- If both Parties to this Agreement perform in accordance with the agreed upon terms and conditions, this Agreement and its contents shall be confidential and shall not be construed as an admission of liability by either Party.
- The Parties have entered into this Agreement in good faith and shall use their best efforts to perform the duties owed under this Agreement (if any).
- This Agreement is a binding agreement and is intended as a full and final settlement of this dispute. This fee dispute case file shall now be closed.
- If for any reason either party to this Agreement should fail to perform the duties and/or obligations owed to the other party to this Agreement, then the non-defaulting party shall have a right to seek a judgment from a state court with competent jurisdiction to compel the performance of the defaulting party under this Agreement.
- This Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together from one single document. Signatures delivered by email in PDF format or facsimile shall be effective.

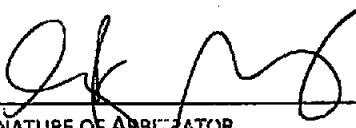
TS Trevor Hatfield  
SIGNATURE OF PETITIONER

  
SIGNATURE OF RESPONDENT

6/19/20  
DATE

6/19/2020  
DATE

The undersigned Arbitrator attests that this Arbitration Agreement was voluntarily entered into and executed by the Parties to this Fee Dispute on the 17<sup>th</sup> day of June, 2020.

  
SIGNATURE OF ARBITRATOR

# STATE BAR OF NEVADA

July 2, 2020

Trevor J. Hatfield, Esq.

Sent via email only

Daniel Y. Watanabe

Sent via email only

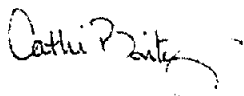
**RE: Fee Dispute No. FD20-040: Hatfield v. Watanabe**

Dear Parties:

We were informed that this dispute was settled during arbitration by way of the enclosed agreement executed by both parties. We are happy to see the parties were able to work together on a resolution, as of today this file has been closed.

Thank you for allowing us to be of service in this matter and thanks to Ms. Massey for her time.

Respectfully,



Cathi Britz

Fee Dispute Coordinator

Enclosure

Cc (via email only):

Arbitrator: Augusta Massey

Regional Chair: Royi Moas

State Chair: Margo Chernysheva



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